

BERGNER, BOCKORNY, CASTAGNETTI, HAWKINS & BRAIN, INC.

JEFFREY T. BERGNER
DAVID A. BOCKORNY
CHARLES M. BRAIN
DAVID A. CASTAGNETTI
JAMES W. HAWKINS, III
ALVIN B. JACKSON, JR.
BRENDA B. REESE
MELISSA A. SCHULMAN
SCOTT B. STYLES

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CONSULTANT AGREEMENT

By this agreement entered into this 3rd day of December, between Bergner, Bockorny, Castagnetti, Hawkins & Brain, Inc. (hereinafter designated as the "Consultant") and the Commonwealth of Australia (hereinafter designated as the "Client"), the services of the Consultant are retained by the Client pursuant to the following terms and conditions:

1. Scope of Engagement:

Consultant will provide professional consulting services on a non-exclusive basis to assist Client in connection with building further support for, and to achieve the successful early launch of, a comprehensive Free Trade Agreement between Australia and the United States. In this regard, Consultant shall represent the interests of the Client before the U.S. Congress, the Executive Branch of the U.S. government and representatives of U.S. industry as the Client may from time to time direct.

2. Terms

This Agreement will have a term of four (4) months, commencing December 3, 2002 and terminating April 2, 2003 (unless earlier terminated by either party as provided below). However, the parties may agree to an extension of contract on such terms and conditions as are mutually agreeable.

3. Fees

In consideration for the foregoing services, the Client agrees to pay the Consultant \$20,000.00 per month. The first installment of \$20,000.00 will be due on signing and subsequent payments on the 3rd of each successive month, billings to be provided by the Consultant.

Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the Client.

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4. Other

It is understood that the Consultant is responsible for filing timely semi-annual reports pursuant to the Lobbying Disclosure Act of 1995, as well as any other reports required by law. Upon written request of the Client, the Consultant shall confirm in writing to the Client that the Consultant has filed all reports required by, and is otherwise in full compliance with, all federal, state and local laws including, without limitation, the Lobbying Disclosure Act of 1995, and shall furnish to the Client all such reports filed with any governmental authority during the term of this agreement.

5. Notices

Any notices under the Agreement are to be delivered in writing to the parties at their respective addresses listed below.

6. Additional Provisions

(a) The Consultant shall at all times comply with the Embassy of Australia's reasonable directions regarding the performance by the Consultant of its services under the terms of this agreement.

(b) The terms and conditions for the performance by the Consultant of its services for this engagement contained in the Request for Tender for the Provision of Consultancy Services Relating to an Australia-United States Free Trade Agreement dated October 7, 2002 are incorporated by reference and made a part of this agreement as if fully set forth herein.

(c) The Consultant shall comply fully with all federal, state and local laws in connection with the performance of its services under this agreement. The Consultant shall defend, indemnify and hold the Embassy of Australia harmless of, from and against any and all liability, damage, loss or expense, including, without limitation, reasonable attorneys' fees, incurred by the Embassy of Australia arising from or in any way connected with: (i) the breach or violation of any law by the Consultant; (ii) any promise, agreement or other representation made by the Consultant without the prior approval of the Embassy of Australia; (iii) any actions or omissions on the part of the Consultant in connection with the performance of its services under this agreement; and (iv) any claim by any third party on account of or in any way arising from or connected with the performance by the Consultant of its services under this agreement.

(d) Either party may terminate this agreement at any time, without liability to the other party on account of any such termination, upon giving five (5) business days advance written notice to the other party.

(e) Nothing in this agreement shall constitute, or be construed as constituting, the formation of any agency, partnership or similar relationship by or between the parties.

In witness whereof, the parties have executed this Agreement.

Consultant:

Bergner, Bockorny, Castagnetti, Hawkins & Brain
1101 16th St. NW
Suite 500
Washington, D.C. 20036

Signature *Jeffrey T. Bergner*
Date 12/3/02

Client:

Commonwealth of Australia
Embassy of Australia
1601 Massachusetts Ave. NW
Washington, D.C. 20036

Signature *Peter R. R...*
Date 12/3/02

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